

**Cageless Collocation Bay Procurement Amendment  
to the Interconnection Agreement  
between  
Qwest Corporation dba CenturyLink QC  
and  
Lightspeed Networks, Inc. dba LS Networks  
for the State of Washington**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation dba CenturyLink QC ("CenturyLink"), a Colorado corporation, and Lightspeed Networks, Inc. dba LS Networks ("CLEC"), an Oregon corporation. CenturyLink and CLEC shall be known jointly as the "Parties".

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Washington, that was approved by the Commission on May 28, 2008 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

**AGREEMENT**

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**Amendment Terms**

The Agreement is hereby amended by adding terms, conditions and rates for Cageless Collocation Bay Procurement, as set forth in Attachment 1 and Exhibit A, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission; however, the Parties may agree to implement the provisions of this Amendment upon execution. To accommodate this need, CLEC must generate, if necessary, an updated Customer Questionnaire. In addition to the Questionnaire, all system updates will need to be completed by CenturyLink. CLEC will be notified when all system changes have been made. Actual order processing may begin once these requirements have been met. Additionally, CenturyLink shall implement any necessary billing changes within two (2) billing cycles after the latest execution date of this Amendment, with a true-up back to the latest execution date of this Amendment by the end of the second billing cycle. The Parties agree that so long as CenturyLink implements the billing changes and the true-up as set forth above, the CLEC's bills shall be deemed accurate and adjusted without error.

**Further Amendments**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties'

authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**Entire Agreement**

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Lightspeed Networks, Inc. dba LS Networks**

**Qwest Corporation dba CenturyLink QC**

DocuSigned by:  
*Mr. Michael Weidman*  
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05E9FC68BD57454...  
*L T Christensen*  
DocuSigned By: L T Christensen

Signature

Signature

Michael Weidman  
Name Printed/Typed

L. T. Christensen  
Name Printed/Typed

President & CEO  
Title

Director – Wholesale Contracts  
Title

3/5/2012

3/6/2012

Date

Date

**ATTACHMENT 1****Cageless Collocation Bay Procurement****1. Terms and Conditions For Cageless Collocation Bay Procurement**

1.1 To receive this option, CLEC must execute and submit this Amendment to CenturyLink, and CLEC must either: (1) have previously executed and submitted to CenturyLink an Interconnection Agreement containing all of the terms and rates for Cageless Collocation; or (2) execute and submit an Amendment with the Cageless Collocation terms and rates concurrent with the submission of this executed Amendment.

1.2 This amendment allows CLEC to request CenturyLink Corporation to procure and install necessary equipment bay infrastructure for CLEC. CLEC agrees to provide CenturyLink with all bay specifications needed to procure the proper bay.

1.3 Upon receipt of a complete Collocation Application where the CLEC has requested that CenturyLink procure and install the Cageless bay infrastructure, CenturyLink will review the bay specifications provided on the Application. Within three (3) Days of validation of the application, CenturyLink will contact CLEC with any questions.

1.4 If Collocation Entrance Facilities and space are available, CenturyLink will develop a price quotation within twenty-five (25) Days of completion of the feasibility study. Price quotations will be honored for thirty (30) Days from the date the quotation is provided. During this period the Collocation Entrance Facility and space are reserved pending CLEC's Acceptance of the quoted charges.

1.5 Within thirty (30) Days of receipt of the quotation, CLEC must submit Acceptance with 50% payment of the nonrecurring charges or acknowledge non-Acceptance of the quoted charges.

1.6 Upon receipt of Acceptance and 50% payment of the quoted nonrecurring charges, CenturyLink will procure and install the equipment bay on behalf of CLEC. The equipment bay installation will be completed with the Standard Installation Intervals listed in the CLECs Interconnection Agreement.

1.7 Upon completion of the Equipment Bay installation, CLEC assumes ownership of the Equipment Bay and is responsible for removal of the bay upon Decommissioning of the site. Equipment includes all CLEC owned electronic equipment, equipment racks, mounting hardware, and CLEC supplied cable (including direct CLEC-to-CLEC cables). CLEC must file a MOP (Method of Procedure) with the Central Office Supervisor so that CenturyLink can remove the fuses prior to the CLEC removing any equipment or power cabling. If CLEC does not remove its equipment within thirty (30) Days of CenturyLink's acceptance of the Collocation Decommission Application, CenturyLink will send a notification stating the equipment is considered abandoned. Upon receiving notification of abandonment from CenturyLink, CLEC will have fifteen (15) Days to notify CenturyLink that the equipment is not abandoned and remove its equipment. If CLEC does not respond to the notification and remove the equipment and CenturyLink determines that the equipment has been abandoned, CenturyLink will send a

final notification and bill CLEC for any and all claims, expenses, fees or other costs associated with the removal by CenturyLink of the abandoned equipment, including any materials used in the removal and the hourly labor rate charges. CLEC will indemnify and hold CenturyLink harmless from the failure to return any such equipment, property or other items and from any damaged caused as a result of the removal, storage or disposition of any such abandoned equipment.

**2. Rate Elements.** The following rate elements apply to this Equipment Bay procurement and installation product offering:

2.1 Equipment Bay: Provides mounting space for CLEC's collocated equipment in a Cageless Collocation only. This charge includes the seven, nine, or eleven foot bay, its installation, and all necessary environmental supports and end guard costs. Mounting space on the bay, including space for the fuse panel and air gaps necessary for heat dissipation, is limited to seventy-eight (78) inches.

2.2 Spacers: Provides for cost associated with procuring and installing spacer and associated mounting brackets with the Equipment Bay described in 2.1 above. Spacer will be procured based on customer requested width and to match existing office environment height.

**Cageless Bay Procurement Amendment Exhibit A  
Washington**

Amendment				Notes					
				Recurring	Recurring Per Mile	Non-Recurring	REC	REC per Mile	NRC
<b>8.0</b>	<b>Collocation</b>								
<b>8.3</b>	<b>Cageless Physical Collocation</b>								
	8.3.2	Space Construction and Site Preparation							
		8.3.2.9	Cageless Bay Fees						
			8.3.2.9.1 Bay, per Bay			\$2,189.74			1
			8.3.2.9.2 2.5" Spacer Fee, per Spacer			\$289.12			1
			8.3.2.9.3 5" Spacer Fee, per Spacer			\$303.78			1
<b>NOTES:</b>									
	1	Rate not addressed in Cost Docket (estimated TELRIC)							